



Attachment A – Special Terms and Conditions
RFX No. 3000006312 TITLE: Delatte Metals Operation & Maintenance
Department of Environmental Quality

Bidder:

Bid delivery instructions for State Procurement:

Bidders are hereby advised that the U.S. Postal Service does not make deliveries to our physical location: Bids may be mailed through the U.S. Postal Service to our box at:

P O Box 94095
Baton Rouge, LA 70804-9095

Bids may be delivered by hand or courier service to our physical location as follows:

Office of State Procurement
Claiborne Building, Suite 2-160
1201 North Third Street
Baton Rouge, LA 70802.

Bidder should be aware of security requirements for the Claiborne Building and allow time to be photographed and presented with a temporary identification badge.

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Procurement is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date & time shall result in rejection of the bid.

Publicizing awards: In accordance with L.A.C. 34:I.535, unsuccessful bidders will be notified of the award provided that they submit with their bid a self-addressed stamped envelope requesting this information.

****Attention: ****

Receipt of a solicitation or award cannot be relied upon as an assurance of receiving future solicitations. In order to receive notifications of future solicitations from this office, you must pay a registration fee and enroll in the proper category in LaGov at the following website:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg



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Enrollment in LaGov provides LaPac email notification of bid opportunities based upon commodities that you select.

Vendors must be registered in the new LaGov system in order for their bids to be tabulated. Link to LaGov vendor registration:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

Please include a w-9 with your bid if you are newly registered.

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IMPORTANT: In accordance with R.S. 37:2163A contractor's license number in the appropriate classification(s) such as hazardous materials and/or hazardous waste treatment or removal and/or hazardous materials cleanup and removal and/or hazardous materials site remediation work **must appear on the bid opening envelope** on all projects in the amount of \$1 or more as enacted by House Bill No. 556 Act 725 2008 Legislature.

In accordance with LA R.S. 37:2163, anyone objecting to the classification must send a certified letter to both the Louisiana State Licensing Board for Contractors and the Office of State Procurement. The letter must be received no later than ten working days prior to the day on which bids are to be opened.

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The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires responsible and interested bidders to conduct their in-depth bid review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries **MUST** be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant bid section. All inquiries must be received by the close of business ten calendar days prior to the original bid opening date. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.



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Calendar of Events:

Release Bid	August 31, 2016
Mandatory Site-Visit	September 8, 2016
Deadline to Receive Vendor Inquiries	September 15, 2016
OSP Response to Inquiries	September 22, 2016
Bid Opening Date	September 29, 2016

Inquiries concerning this bid may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Procurement
Attention: Vicky Hebert
P. O. Box 94095
Baton Rouge, LA 70804-9095
E-Mail: Vicky.hebert @la.gov

1201 North Third St.
Claiborne Bldg., Suite 2-160
Baton Rouge, LA 70802
Phone: (225)342-4824/ Fax: (225)342-9053

An addendum will be issued and posted at the Office of State Procurement LaPAC website, to address all inquiries received and any other changes or clarifications to the bid. Thereafter, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any state employee or state consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a bidder's failure to download any addenda documents required to complete the bid.

Terms and Conditions: This solicitation contains all the terms and conditions with respect to the commodities herein. Any vendor contracts, forms, terms or other materials submitted with bid may cause bid to be rejected.

Vendor's Forms: The purchase/release order is the only binding document to be issued against this contract. Signing of vendor's forms is not allowed.

Acceptance: Unless otherwise specified, bids on this contract will be assumed to be firm for acceptance for a minimum of 60 days. If accepted, prices must be firm for the specified contract period.

Cancellation: The State of Louisiana reserves the right to cancel this contract with thirty (30) days written notice.



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Invoices: Invoice will be submitted by the contractor to the using agency, and the invoice shall refer to the delivery ticket number, delivery date, purchase / release order number, quantity, unit price, and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the contractor in duplicate directly to the accounting department of the using agency. Invoices shall show the amount of any cash discount, and shall be submitted on the contractor's own invoice form.

Payment: Payment will be made on the basis of unit price as listed in this contract; such price and payment will constitute full compensation for furnishing and delivering the contract commodities. In no case will the state agency refuse to make partial payments to the contractor although all items have not been delivered. This payment in no way relieves the contractor of his responsibility to effect shipment of the balance of the order. Payment will be made to vendor and address as shown on order.

Accreditation/Certification Requirements: The contractor shall use a Laboratory Accredited by the Department's Environmental Laboratory Accreditation Program to perform the analyses and methods in Attachment 1, specifications. All analytical data must be submitted in a format approved by the Department Project Manager and shall meet the requirements of LAC 33:I.5313 and the Nelac Standards. Information regarding the Louisiana Environmental Laboratory Accreditation Program (LELAP) can be found at:

<http://www.deq.louisiana.gov/portal/divisions/publicparticipationandpermit/support/louisianalaboratoryaccreditationprogram.aspx>.

License Requirements: The contractor must possess a Louisiana State Contractor's License with a hazardous material classification or one of the following sub-classifications: hazardous materials site remediation, hazardous materials cleanup and removal, or hazardous waste treatment or removal. These licenses shall remain current throughout the term of this contract.

Questions and Answers: Any written questions must be submitted in accordance to the Calendar of Events. Submit to Vicky Hebert at the Office of State Procurement. You may send them either by email to Vicky.hebert@la.gov or fax to (225) 342-9060.

Method of Award: Award to be made on an all-or none basis to the overall low bidder meeting the specifications. The State of Louisiana reserves the right to reject individual line items from the award.

Performance Bond: The successful vendor will be notified by letter to secure a performance bond equal to the contract sum, from a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's key rating guide to write individual bonds up to ten percent of policyholder's surplus as shown in the A.M. Best's key rating guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.



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No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service List or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of ten percent of policyholder's surplus as shown by A.M. Best; companies authorized by this paragraph who are not on the Treasury list shall not write a performance bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

The bond must be received within ten (10) working days from the date of notification.

If the bond is not received within this period of time, the Division of Administration reserves the right to award to the next acceptable low bidder, or to reject all bids and re-advertise, whichever is in the best interest of the State of Louisiana.

Insurance Requirements for Contractors:

The contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope and Limits of Insurance

1. Workers Compensation

Workers compensation insurance shall be in compliance with the workers compensation law of the state of the contractor's headquarters. Employer's liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the employer's liability limit increased to a minimum of \$1,000,000. A.M. best's insurance company rating requirement may be waived for workers compensation coverage only.



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2. Commercial General Liability

Commercial general liability insurance, including personal and advertising injury liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The insurance services office (ISO) commercial general liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile liability insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the agency. The contractor shall be responsible for all deductibles and self-insured retentions.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- A. The agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the agency.
- B. The contractor's insurance shall be primary as respects the agency, its officers, agents, employees and volunteers. Any insurance or self- insurance maintained by the agency shall be excess and non-contributory of the contractor's insurance.
- C. Any failure of the contractor to comply with reporting provisions of the policy shall not affect coverage provided to the agency, its officers, agents, employees and volunteers.



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2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the agency, its officers, agents, employees and volunteers for losses arising from work performed by the contractor for the agency.

3. All Coverages

A. Coverage shall not be canceled, suspended, or voided by either party (the contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the contractor's policy.

B. Neither the acceptance of the completed work nor the payment thereof shall release the contractor from the obligations of the insurance requirements or indemnification agreement.

C. The insurance companies issuing the policies shall have no recourse against the agency for payment of premiums or for assessments under any form of the policies.

D. Any failure of the contractor to comply with reporting provisions of the policy shall not affect coverage provided to the agency, its officers, agents, employees and volunteers.

D. Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only of the policy shall not affect coverage provided to the agency, its if at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance as required in the contract.

E. Verification of Coverage



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Contractor shall furnish the agency with certificates of insurance reflecting proof of required coverage. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the agency before work commences and upon any contract renewal thereafter.

In addition to the certificates, contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the agency, may be suspended, discontinued or terminated. Failure of the contractor to purchase and/or maintain any required insurance shall not relieve the contractor from any liability or indemnification under the contract.

F. Subcontractors

Contract shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The agency reserves the right to request copies of subcontractor's certificates at any time.

G. Workers Compensation Indemnity

In the event contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana workers compensation act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of contractor, its owners, agents and employees. The parties further agree that contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.



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H. Indemnification/hold harmless agreement

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all state departments, agencies, boards and commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all state departments, agencies, boards, commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

I. Third Party Beneficiaries

Both bidder/contractor and the State understand and agree that the terms and conditions of this contract are not intended to nor do they confer any rights, benefits, or remedies upon any person or entity other than the parties hereto.

Pollution Liability Insurance (Gradual Release as Well as Sudden and Accidental):

Coverage limits of not less than \$1,000,000. A policy period inception date of not later than the first day of the anticipated work under the subject contract and an expiration date of no earlier than 30 days after the anticipated completion of all work under the contract shall be provided by the policy. Furthermore, the policy shall provide for an “extended reporting period” of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy and shall not be canceled for any reason other than nonpayment of premiums. The State of Louisiana shall be named as an additional insured on the policy and this shall be so evident on the certificate of insurance.



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*******Mandatory Jobsite Visit*******

There will be a one-time, mandatory job-site visit. Vendor must attend and inspect job site to verify measurements and/or amount of supplies needed prior to bidding. If vendor finds conditions that disagree with the physical layout as described in the solicitation, or that appear to be in error, same shall be brought to the attention of Office of State Procurement personnel immediately and no later than seven (7) days prior to bid opening.

Vendor may contact Fernando Iturralde at 225-219-3665 to get directions to the jobsite visit.

Potential bidders participating in the site visit shall be required to sign a hold-harmless form and a sign-in sheet. The sign-in sheet will certify attendance. A valid ID may be required.

Bidders visiting the site should possess a current certificate for hazardous waste operations and emergency response in accordance with 29CFR 1910.120. The bidder may be required to show evidence.

Bidders are responsible for providing their own PPE and for providing decontamination of the PPE during the pre-bid site visit.

Late arrivals are discouraged; however, if due to unforeseen and valid circumstances, and if department personnel are still present upon their arrival, they may be allowed a site visit. The visit will not be guaranteed.

Photos taken during the walk-through are allowed.

No sampling will be allowed during the walk-through.

Jobsite visit is mandatory. Failure to attend will eliminate your bid from award consideration.

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Directions to the Site from Baton Rouge, LA:

1. Take **I-10 East**
2. Continue on **I-12 East** – go 37.9 miles
3. Take the **I-55 South** exit – go 3.5 miles
4. Take the Exit **26B** exit – go 0.1 miles
5. Exit **26B** becomes ramp – go 0.1 miles
6. Turn Right on **LA-22** - go 0.3 miles
7. Continue on **US-51 Bus** – go 0.9 miles
8. Continue on **LA-22** - go 0.5 miles



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9. Turn Right on **S. 1st. St.** – go 0.6 miles
10. Continue on **Weinberger Rd.** – go 1.4 miles
11. Arrive at **19113 Weinberger Rd., Ponchatoula**

Where: Delatte Metals Site, 19113 Weinberger Rd., Ponchatoula, LA 70454

When: September 8, 2016 at 10:00 a.m.

This signed statement certifies that the vendor named below has attended the pre-bid conference, visited the jobsite and is familiar with all conditions surrounding fulfillment of the specifications for this project.

Vendor's Company Name

State Agency's Name

Vendor Rep's Name (printed)

Agency Rep's Name (printed)

Vendor's Signature

Agency's Signature

Date

Estimated Quantity: The listed quantities are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the bid.

Renewal Option: At the option of the State of Louisiana and acceptance by the contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same price, terms and conditions. Total contract time may not exceed thirty-six (36) months.

Continuation of Contract: "The continuation of this contract is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated."



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Ownership: All records, reports, documents or other material related to this contract and/or obtained or prepared by the contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall, upon request, be returned by the contractor to the Department, at the contractor's expense, at termination or expiration of this contract.

Substitution of Personnel: If, during the term of the contract, the contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitute shall meet or exceed the requirements stated herein. A detailed resume' of the individual's qualifications and a written justification for the change must be submitted to the Department for approval prior to any personnel substitution. It shall be acknowledged by the contractor that every reasonable attempt shall be made to assign the personnel listed in the contractor's bid or proposal.

Correction of Deficient Work: If required by the Department, prior to payment, the Contractor shall promptly, without cost to the Department, correct any deficient work performed by him or his subcontractors. Deficient work is defined as work that is (a) unsatisfactory, faulty, or defective, or (b) does not conform to the requirements of the contract documents. If the Contractor does not correct such deficient work within the time specified by the Department, the Department may have the deficiency corrected by a separate party. All direct and indirect costs for such correction shall be paid by the Contractor. If corrections made to deficient work interfere with any other Department work by other parties, the Contractor shall also bear the expenses caused by that interference.

Audit of Records: The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the Department's Audit Services, or any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, and records of the Contractor and any subcontractors which are reasonably related to this contract.

Records Retention: The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from date of final payment under this contract, for inspection or audit, and copies thereof shall be furnished if requested.

Code of Ethics for State Employees: The Contractor is hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Board of Ethics. The Contractor shall be responsible for determining that there will be no conflict or violation of the Ethics Code. By signing this contract the company officially certifies that there is no conflict or violation of the Louisiana Code of Ethics.



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Employment of State Personnel: In accordance with LSA-R.S. 39:1624(A)4, the Contractor certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana.

Claim for Liens: The Contractor shall be solely liable for and shall hold the Department harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this contract.

Covenant against Contingent Fees: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Department shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Force Majeure: The Contractor or the Department shall be exempt from performance under the contract for any period that the Contractor or the Department is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Contractor or the Department has prudently and promptly acted to make any and all corrective steps that the Contractor or the Department can promptly perform. Subject to this provision, such non-performance shall not be considered cause or grounds for termination of the contract.

Contract Controversies: Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Statute 39:1673.

Indemnification: The Contractor shall indemnify and save harmless the Department against any and all claims, demands, suits and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Contractor, its agents, servants, or employees while engaged upon or in connection with the services required or performed by the Contractor hereunder.



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PRP information:

Delatte Metals PRPs: (Note: Delatte Metals and Delatte Lead are defunct.)

Larry H. Delatte (owner/operator) 19222 Weinberger Road Ponchatoula, LA 70454 985-386-8358 or 985-386-2518	Larry E. Fuscia (former owner) 39505 S. Thibodeaux Ponchatoula, LA 70454
Patricia Fuscia (former owner) 39505 S. Thibodeaux Ponchatoula, LA 70454	Lynn Perilloux (owner) 24332 Bardwell Lane Ponchatoula, LA 70454
Brenda Perilloux (owner) 24332 Bardwell Lane Ponchatoula, LA 70454	Delatte Metals, Inc. (operator) Registered Agent: Allen B. Pierson 19111 Weinberger Road Ponchatoula, LA 70454
Delatte Lead, Inc. (operator) Registered Agent: Allen B. Pierson 19111 Weinberger Road Ponchatoula, LA 70454	Larry Delatte Industries, Inc. (operator) Registered Agent: Allen B. Pierson 19111 Weinberger Road Ponchatoula, LA 70454
Terry Newstrom (owner)* 2368 Menzer Road Springfield, LA 70462	Brenda Newstrom (owner)* 2368 Menzer Road Springfield, LA 70462
BillDonLou LLC (owner)* Registered Agent: William E. Johnson 135 Shirlean Drive Ponchatoula, LA 70454	Keith Cressionnie (owner)* Mr. Edward J. Murphy Conroy & Murphy, L.L.C. 200 North Columbia Street Covington, LA 70433 1014 St. Julian Unit D-4 Kenner, LA 70065

*PRPs who have an inability to pay but retain Site property as an asset

Personnel and company experience requirements

A. Prime Contractor Personnel (or subcontractor as applicable)

The successful bidder shall submit documentation describing the qualifications and experience of all key personnel assigned to this project, prior to award. Include resumes showing each assigned individual's education, registrations, accomplishments, and experience. This project requires a minimum of three (3) years relevant experience for key personnel. Key personnel includes: (1) project manager, (2) field



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supervisor (if different), and (3) staff member assigned to prepare the quarterly reports including historical trend analysis. LDEQ reserves the right to verify personnel experience.

- Contractor personnel assigned as Project Manager shall have three years experience as Project Manager/Project Leader for monitoring well projects.
- Contractor personnel assigned as Field Supervisor (if different) shall have three years experience in an on-site supervisory capacity for monitoring well projects.
- Contractor personnel assigned for preparation of the trend analysis must have successfully prepared at least one trend analysis / statistical evaluation for a groundwater related project.

Contractor personnel shall meet all requirements of the Contractor's Health and Safety Plan. NOTE: Due to health and safety requirements, no fewer than two (2) personnel shall be allowed for on-site tasks.

Contractor personnel shall be familiar with various techniques for sample collection for sampling described in the ITB Specifications.

B. Data Validation Personnel

The subcontractor's data validation personnel must have a Bachelor's of Science degree and a minimum of five years of professional experience in environmental data validation. They must be familiar with the most current editions and updates of the guidelines and competent in the methodologies set forth by the U.S. Environmental Protection Agency (EPA) and other institutions for data validation and evaluation including, but not limited to:

- (1) EPA Laboratory Data Validation Functional Guidelines for Evaluating Inorganic Analyses;
- (2) EPA Contract Laboratory Program (Routine Analytical Services) report format;
- (3) EPA Functional Guideline methodology for data evaluation;
- (4) EPA Solid Waste Physical/Chemical Methods, SW-846;



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- (5) EPA Methods and Guidance for Analysis of Water; and
- (6) Standard Methods for the Examination of Water and Wastewater.

All scientists provided shall have at least a Bachelor's degree in the field of their expertise and a minimum of three years experience that includes work related to sampling procedures, analytical methodologies, or data review and interpretation.

C. Company Experience

Bids should be submitted with at least one complete entry on EACH Company Experience table:

- One (1) entry for the prime contractor on Appendix A. Three (3) years of experience shall be required. Experience will be considered relevant if the project's major feature included monitoring well sampling and related report preparation, as well as preparation of a trend analysis.
- One (1) entry for the validation company on Appendix B. Five (5) years of experience shall be required. Experience will be considered relevant if the project's major feature included environmental data validation.

The information shall be required prior to award. The Office of State Purchasing and the Louisiana Department of Environmental Quality reserve the right to verify the company experience entered on the table.

The bidder's experience information should be submitted in the tabular format provided in Appendix A & B - Experience Tables. For each listed project, the bidder should provide:

- a. The name and address of the client (sponsoring agency or company);
- b. The name and telephone number of the client's contact person;
- c. The project title and contract number;
- d. The starting and ending dates of the project (contract term);
- e. The total dollar amount of the project; and
- f. A brief description of the project.



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Certification of No Suspension or Debarment: Certification of no suspension or debarment: By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in “audit requirements in Subpart F of the Office of Management and Budget’s uniform administrative requirements, cost principles, and audit requirements for federal awards” (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at:

<http://www.sam.gov>.

LaCarte procurement card:

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the state and vendors, the state intends to make all payments to vendors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Vendors will have a choice of receiving electronic payment for all other payments by selecting the electronic vendor payment solution (EVP) or electronic funds transfer (EFT). If you receive an award and do not currently accept the LaCarte card or EVP or have not already enrolled in EFT, you will be asked to comply with this request by choosing one of the following three options. You may indicate your acceptance below.

LaCarte

The LaCarte procurement card uses a visa card platform. Vendors receive payment from state agencies using the card in the same manner as other visa card purchases. Vendors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.

- If a purchase order is not used, the vendor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Purchasing on request.

EVP

EVP method converts check payments to a visa credit card thereby streamlining payments to your



Attachment A – Special Terms and Conditions
RFX No. 3000006312 TITLE: Delatte Metals Operation & Maintenance
Department of Environmental Quality

organization. Participants receive a credit card account number with unique security features. This card will have \$0 available funds until an invoice is approved for payment. As payments are approved, electronic remittance notifications are sent via email along with approval to charge the card for that amount. EVP requires no change to current invoice procedures; it is secure, and does not require your bank information.

EFT

EFT payments are sent from the state's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept automated clearing house (ACH) credit files and remittance information electronically. Additional information is available at <http://www.doa.louisiana.gov/osrap/eftforwebsite.pdf>. To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at <http://www.doa.louisiana.gov/erp/pdfs/lagov%20ap-03%20-%20eft%20vendor%20enrollment%20form.pdf> and <http://www.doa.louisiana.gov/osrap/eftforwebsite.pdf>.

Payment Type	Will Accept	Already Enrolled
LaCarte	_____	_____
EVP	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for Payment Type Chosen

Date

Email address and phone number of Authorized Individual



Attachment A – Special Terms and Conditions
RFX No. 3000006312 TITLE: Delatte Metals Operation & Maintenance
Department of Environmental Quality

Sufficient information:

Sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications.

*** Failure to comply with this request may eliminate your bid from consideration.

Any questions, please contact buyer at the Office of State Procurement immediately.

State Procurement Officer:

Vicky Hebert

Phone: 225-342-4824

Email: vicky.hebert@la.gov